

# **ATTACHMENT A**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

**Rulemaking on the Commission's Own Motion to  
Govern Open Access to Bottleneck Services and  
Establish a Framework for Network Architecture  
Development of Dominant Carrier Networks.**

**R.93-04-003  
(Line Sharing Phase)**

**Investigation on the Commission's Own Motion into  
Open Access and Network Architecture  
Development Of Dominant Carrier Networks**

**I.93-04-002**

**ALL PARTIES ISSUES MATRIX**

April 17, 2000

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- Note 1: Covad generally supports the CLC Joint Petitioners' positions on the issues addressed in this All Parties Issues Matrix. To the extent that Covad's position on a particular issue is different from the CLC Joint Petitioners' position, Covad's position is articulated separately under the "CLCs' Position" column of the matrix. Unless indicated otherwise, Covad supports the CLC Joint Petitioners' positions.
- Note 2: SBC ASI takes a position only on issues 14 and 38 in this All Parties Issues Matrix. SBC ASI's position on these issues is articulated separately under the "CLCs' Position" column of the matrix.
- Note 3: "Pacific's Contract Language" references are to the Interconnection Agreement language proposed by Pacific in its March 27, 2000 filing at Attachment 6.
- Note 4: "GTEC's Contract Language" references are to the Interconnection Agreement language proposed by GTEC in its March 27, 2000 filing at Exhibits 2 and 3.
- Note 5: "CLCs' Contract Language" references are to the Interconnection Agreement language proposed by the Joint Petitioners in their April 5, 2000 filing at Exhibit EHG-2, Sections I – XIII.
- Note 6: "AT&T/MCIW's Contract Language" references are to the Interconnection Agreement language proposed by the Joint Petitioners in their April 5, 2000 filing at Exhibit EHG-2, Section XIV.

## **I. NETWORK ARCHITECTURE FOR LINE SHARING**

**Issue No. 1.**

[Pacific Issue No. <none>]

[GTEC Issue No. <none>]

**Issue No. 1: What is Line Sharing?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Line sharing is as defined by the FCC in its Line Sharing Order.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 2.4</p>	<p>Line sharing or the high frequency portion of the loop is access to the frequency range above the voiceband on a copper loop facility that is being used by GTEC to carry analog circuit-switched voiceband transmissions for the provision of a telecommunications service. Line sharing is defined by the FCC Line Sharing Order and need not be arbitrated.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.1</p>	<p>Line sharing is a method by which a CLC provides High Bandwidth Services (<i>i.e.</i>, services with a transmission rate of at least 128 kilobits per second) (1) that allows the CLC, as a second carrier, to use the same copper twisted pair wire that enters a particular end-user customer premises as is used by the end-user customer to obtain voice services from the voice provider (<i>i.e.</i>, the first carrier); (2) that uses the frequency spectrum above the voice channel on the copper pair wire (<i>i.e.</i>, above 4000 Hz ("High Frequency")); and (3) that provides for a hand-off of High Frequency traffic from ILEC to CLC at any technically feasible point specified by CLC.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section III.C</p> <p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Section XIV.B.1</p>



**Issue No 2.**

[Pacific Issue No. <none>]

[GTEC Issue No. <none>]

**Issue No. 2: What is the High Bandwidth Line Sharing Unbundled Network Element?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>The “High Frequency Portion of the Loop” (“HFPL”) is defined as the frequency above the voice band on a copper loop facility that is being used to carry traditional POTS analog circuit-switched voice band transmissions. The FCC’s Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the “Line Sharing Order”) references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission. PACIFIC shall only make the HFPL available to CLEC in those instances where PACIFIC also is providing retail POTS (voice band circuit switched) service on the same local loop facility to the same end user. (<i>See ¶¶ 26 and 64 of the Line Sharing Order.</i>)</p> <p><u>Pacific’s Contract Language:</u></p> <p>Section 2.4</p>	<p>Line sharing or the high frequency portion of the loop is access to the frequency range above the voiceband on a copper loop facility that is being used by GTEC to carry analog circuit-switched voiceband transmissions for the provision of a telecommunications service. Line sharing is defined by the FCC Line Sharing Order and need not be arbitrated.</p> <p><u>GTEC’s Contract Language:</u></p> <p>Section 1, Par. 1.1</p>	<p>The High Bandwidth Line Sharing Unbundled Network Element (or HBLS UNE) is an unbundled network element that utilizes Line Sharing on a twisted copper pair when entering the end-user premises, and that provides for a hand-off of High Frequency Traffic from ILEC to CLC at any technically feasible point specified by CLC, over which the CLC may provide High Bandwidth Services to the end-user.</p> <p><u>CLCs’ Contract Language:</u></p> <p>Section III.A</p> <p><u>AT&amp;T/MCIW’s Contract Language:</u></p> <p>Section XIV.B.2</p>

**Issue No. 3.**

[Pacific Issue No. 3]

[GTEC Issue No. 22]

**Issue No. 3: Must ILEC allow CLCs to use line sharing on loops that traverse fiber-fed digital loop carrier (“DLC”) systems, including loops deployed by Pacific under its Project Pronto, as a result of this proceeding?**

Pacific’s Position	GTEC’s Position	CLCs’ Position
<p>No. By definition, line sharing can occur only on copper wires. The FCC specifically required incumbent LECs to unbundle the "high frequency portion of the loop to permit competitive LECs to provide xDSL-based services by sharing lines with the incumbent’s voiceband services.</p> <p>Pacific will provide transport of the CLEC’s digital signals from the RT to the central office, but as a separate wholesale service. Although not addressed in the FCC’s Line Sharing Order, Pacific has voluntarily developed certain broadband UNEs in connection with its Project Pronto and attached proposed preliminary language to its response. Such UNEs are separate and apart from the line sharing ordered by the FCC and thus, it would be inappropriate and premature to litigate the rates, terms and conditions for such UNEs in this line sharing proceeding.</p> <p>The CLECs' proposed unbundling of the fiber system to be built by Pacific is not</p>	<p>No. Because this architecture involves fiber as well as copper, line sharing under this scenario requires unbundled access to the subloop at the remote terminal. This subloop unbundling obligation, which does not take effect until May 17, 2000, raises additional and much more complex technical, operational, and pricing issues than does line sharing over copper loops as addressed in the Line Sharing Order. In addition, GTE has no immediate plans to roll out this architecture on a widespread basis. Covad also supports that this is not necessary on an interim basis. Therefore, this issue should be deferred to the permanent line sharing proceeding.</p> <p><u>GTEC’s Contract Language:</u></p> <p>Section 1, Par. 2.2 and Section 1.4</p>	<p>Yes. ILECs must provide CLCs with the ability to utilize line sharing on loops that traverse fiber-fed DLC systems as well as loops that traverse home run copper. It is technically feasible today for ILECs to provide line sharing over both types of loops to CLCs. Indeed, Pacific (as an SBC ILEC) has announced plans to deploy 20,000 new remote terminals throughout SBC’s 13 state region that will utilize exclusively fiber-fed DLC systems. Ultimately, these remote terminals will be used to provide services to upwards of 80% of SBC’s end-users. Pacific intends to provide advanced services over these loops. Parity demands that Pacific enable CLCs to utilize line sharing over loops deployed in Pacific’s new network architecture. Any other outcome would result in the ILEC creating a new monopoly in the provision of advanced services to end-user customers served by loops that traverse fiber-fed DLC systems.</p> <p>The specifics of how ILECs should be required to provide line sharing on fiber-</p>

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>consistent with what Pacific is actually building.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 4.1.4 and Appendix DLE-DSL</p>		<p>fed DLC loops is contained in the Joint Petitioners' proposed line sharing contract amendment language.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections V.A.2 and VII.</p> <p><b>AT&amp;T/MCIW's Position:</b></p> <p>See Testimony of Rall at page 16 and 17.</p>

**Issue No. 4.**

[Pacific Issue No. 4]

[GTEC Issue Nos. 5 and 18]

**Issue No. 4: Should the CLC or ILEC own the splitter needed for line sharing, and where should the splitter be located?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>Pacific is not obligated under the FCC's Line Sharing Order to own the splitter. Paragraph 76 of the FCC's Line Sharing Order states: "We conclude that, subject to certain obligations, incumbent LECs <u>may</u> maintain control over the loop and splitter equipment and functions. In fact, both the incumbents and the competitive LECs agree that subject to certain obligations, the incumbent LEC <u>may</u> maintain control over the loop and the splitter functionality <u>if desired</u>."</p> <p>In its Line Sharing Order, the FCC did not define the splitter as a UNE. Rather, as noted above, it recognized that incumbent LECs could either provide splitters or allow competitive LECs to purchase splitters as part of the new high frequency portion of the loop unbundled network element. Moreover, given that fact that DSLAMS (with integrated splitters) and externally mounted splitters are equally available to all providers in the commercial market today, it is highly unlikely that DSLAMs or splitters could ever be found to meet the "necessary and</p>	<p>Splitters may be located in the CLC collocation area or in GTEC's area of the central office. GTE reached agreement with CLECs on an initial deployment schedule of GTE-owned splitters.</p> <p>GTEC does not provide common area access in its normal central office configuration, and CLC's 4-TEL testing ability (as demonstrated in March 16 Del Rey demonstration), coupled with collocation options, eliminates the need for this option. It is not reasonable to expect GTE to make an extensive menu of splitter options available by June 6. Loop test access through a standardized interface satisfies the requirements of ¶ 118 of the Line Sharing Order.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.3 and 2.11(a)</p>	<p>The ILECs should be required to offer the CLCs a menu of options for splitter ownership and location. The CLCs should be able to choose from the following options on a central office by central office basis: (1) CLC purchases and owns the splitter and places it in CLC's collocation arrangement; (2) CLC purchases and provides the splitter, or specifies the splitter for ILEC to obtain, and chooses to have the splitter placed in a common area in the ILEC serving wire center to which the CLC has access; and (3) ILEC owns and obtains the splitter and locates it in an area in the serving wire center to which the CLC does not have access (<i>e.g.</i>, on or adjacent to the frame).</p> <p>Each CLC should be able to choose among these options on an individual central office basis. Only with such flexibility will each CLC be able to implement its individualized business plan to provide advanced services to California consumers on a widespread basis.</p>

Pacific's Position	GTEC's Position	CLCs' Position
<p>impair" standards set forth in Section 251(d)(2) of the Act for establishing an unbundled network element.</p> <p>Thus, Pacific is under no obligation to make available Pacific-owned splitters to CLECs under the FCC's Line Sharing Order, given that Pacific has agreed to allow CLECs to provide their own splitters.</p> <p>However, even though not obligated to do so, Pacific SBC has <i>voluntarily</i> agreed to own the splitter as an option for CLECs a line at a time subject to certain rates, terms and conditions specified in its proposed language and testimony. (PB 5.1.2.) Pacific should not be forced to agree that CLECs can dictate the splitter(s) Pacific is to provide. SBC's advanced services affiliates, ASI and AADS, will own and install their own integrated DSLAM/splitters. Pacific is making that same option available to any other requesting carrier, thus ensuring parity.</p> <p>Where CLEC owns the splitter, and physically collocates, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with Pacific's standard collocation practices and procedure. When</p>		<p><u>CLCs' Contract Language:</u></p> <p>Section VI.A.2(i)</p> <p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Section XIV.G.3</p>

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>virtually collocated, Pacific will install, provision and maintain splitters under the terms of virtual collocation. When Pacific owns the splitter, Pacific will determine where such splitters will be located in each central office. (<u>Id.</u>)</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 5.1.2 and 5.1.2.1</p>		

**Issue No. 5.**

[Pacific Issue No. 4]

[GTEC Issue Nos. 5 and 18]

**Issue No. 5: If the ILEC owns the splitter, should it provide splitter functionality to CLCs on a line-at-a-time, card-at-a-time, and/or shelf at-a-time basis?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
See Pacific's Position on Issue 4, above. Pacific is willing to voluntarily agree to lease Pacific-owned splitters a line at a time, subject to certain rates, terms and conditions set forth in its proposed contract language and testimony. If Pacific owns the splitter, it will agree to lease the splitter a line at a time if: (1) each CLEC provides Pacific with a forecast of its demand for each central office prior to submitting its first LSR for that office and then every January and July thereafter; (2) if a CLEC fails to come within plus or minus 25% of its forecast, CLEC shall have an additional 90 days to meet those forecast. If, on the 90 <sup>th</sup> day, CLEC has failed to come within plus or minus 25% of its forecast, CLEC shall pay Pacific a penalty commensurate with the difference between the ports actually used and the ports forecasted. If another carrier consumes the splitter ports that were forecasted but not used by the CLEC, Pacific will discount the penalty pro rata; (3) when an end-user disconnects Pacific's POTS service, Pacific will initiate action to reconfigure the loop to	GTEC will provide common or shared port-by-port and cards/bays at this time due to their increased efficiency. GTEC will take dedicated arrangements under advisement.  <u>GTEC's Contract Language:</u>  Section 1, Par. 1.5 and 2.3	The ILECs should be required to offer the CLCs all three options (line-at-a-time, card-at-a-time, and shelf-at-a-time).  <u>CLCs' Contract Language:</u>  Section VI.A.2(i)(a)(3).  <b>AT&amp;T/MCIW's Position</b>  See Testimony of Rall at Page 10 and 11.  <u>AT&amp;T/MCIW's Contract Language:</u>  Section XIV.G.4

Pacific's Position	GTEC's Position	CLCs' Position
<p>remove the splitter, and CLEC shall pay a nonrecurring charge for any such reconfiguration; and (4) Pacific will conduct testing on the splitter.</p> <p>If a CLEC elects not to accept these conditions, then the CLEC is free to provide its own splitter consistent with the terms of the Line Sharing Order.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 5.1.2 – 5.1.2.7</p>		



**Issue No. 6.**

[Pacific Issue No. 2]

[GTEC Issue No. 21]

**Issue No. 6: If an end user discontinues the ILEC as its voice provider but continues to receive service from a CLC data provider, must the ILEC continue to provide line sharing between the data provider and the third-party voice provider?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>No. Pacific is not required to continue to provide line sharing in this circumstance; the CLEC data provider must purchase the entire loop if it wishes to continue to provide the end user with data service.</p> <p>Consequently, if an end user terminates its Pacific-provided voice service, the CLEC must purchase the entire loop in order to continue providing that end user with data service; Pacific is not required to provide line-sharing between two CLECs. In fact, the FCC recognized that line sharing with multiple CLECs would be very costly, time-consuming, and would lead to complex operational difficulties.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 4.2, 4.3 and 4.5</p>	<p>No. The ILEC is not required to provide line sharing in this circumstance; the CLC must purchase the entire loop to continue providing data service. Line Sharing Order ¶ 72 (“[I]n the event that the customer terminates its incumbent LEC provided voice service, for whatever reason, the competitive data LEC is required to purchase the full standalone loop network element if it wishes to continue providing xDSL service.”) The FCC recognized that line sharing with multiple CLCs would be very costly, time-consuming, and operationally complex.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.2(b), 1.3 and 1.6(c)</p>	<p>Yes. The ILECs should continue to provide line sharing, whether on a stand-alone basis or between two CLCs, when ILEC is no longer the voice provider. The simple fact that an end-user discontinues its ILEC voice service does nothing to undermine the ILEC's ability to provide the data portion of the loop to the CLC. Rather, the only reason that an ILEC would stop providing line sharing to the CLC and would instead force the CLC to migrate its service to a stand-alone xDSL Loop would be to cause the dual competitive harms of (1) forcing the CLC data customer to be temporarily without service while the ILEC performs the “hot cut” over to a stand-alone xDSL Loop, and (2) forcing the CLC to pay the significantly higher rates associated with the stand-alone xDSL loop. Both such actions would harm the CLC while providing no concomitant benefit to the ILEC.</p>

Pacific's Position	GTEC's Position	CLCs' Position
		<u>CLCs' Contract Language:</u> None

**Issue No. 7.**

[Pacific Issue No. 1]

[GTEC Issue No. 20]

**Issue No. 7: Must ILEC provide access to the HFS portion of the loop as part of UNE-P, as a result of this proceeding?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>No. CLECs can use unbundled elements to provide DSL on the same loop used for voice. The FCC's Line Sharing Order clearly provides, however, that line-sharing is not available in conjunction with a combination of network elements known as the "platform" or "UNE-P". Pacific therefore did not draft, and has not negotiated, terms and conditions pertaining to the methods by which it would provide access to the UNE-P. It would not be appropriate for this Commission to consider this issue unless and until the FCC finds that line sharing is required in the UNE-P environment. For the same reasons, Pacific is not required to make line sharing available to CLECs in the resale environment.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 4.4</p>	<p>No. This proposal exceeds the proper scope of this interim arbitration proceeding, and exceeds the FCC's definition of line sharing. The Line Sharing Order clearly does not require line sharing to be provided over UNE-P at this time. The matter is also under consideration at the FCC via petitions for reconsideration and/or clarification, so it is inappropriate for the Commission to address it here until the FCC issues its ruling. Even if the FCC decides to include UNE-P in line sharing, GTE would require significant additional time to resolve technical and operational issues.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.1, 1.2(b), 1.3 and 1.6(c)</p>	<p>Yes. ILECs should be required to provide access to the HFS portion of the loop in the UNE-P environment. Requiring ILECs to provide such access to CLCs that utilize UNE-P is one of the key ways to ensure that the advanced services market is open to widespread competition. Moreover, providing such access over UNE-P is technically and operationally feasible.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIV.</p> <p><b>AT&amp;T/MCIW's Position:</b></p> <p>See Testimony of Rall at page 21 – 24, and Rebuttal Testimony of Rall at page 5 – 10.</p> <p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Sections XIV.B – XIV.E and XIV.G</p>

## **II. OPERATIONAL ISSUES**

**Issue No. 8: What type of access may CLCs have to ILEC's operational support systems (“OSS”) during the line sharing UNE pre-order and ordering processes?**

Pacific’s Position	GTEC’s Position	CLCs’ Position
<p>SBC’s Plan of Record (“POR”) addresses OSS access. Pacific will comply with any orders the FCC ultimately makes on its POR.</p> <p>Consequently, Pacific cannot agree to terms in the line sharing amendment that may ultimately conflict with the outcome of the POR process. Pacific's line-sharing amendment instead simply states that Pacific will provide CLEC with nondiscriminatory access as set forth in the Plan of Record.</p> <p>Until the time a final decision is made on the POR, Pacific will provide nondiscriminatory processes for access. Pacific has offered CLECs access to a “Gateway” system, which provides CLECs with all necessary information pertaining to OSS. ASI will use the Gateway system as well. Consequently, all data providers are given access to the same information in the same timeframe as Pacific’s affiliate. Pacific will provide all data providers with parity.</p>	<p>Direct access to loop pre-qualification information and other OSS systems is not required today under the Line Sharing Order. Rather, CLCs are required to have access to information on a nondiscriminatory basis with GTEC, even if such access is not electronic. The CLCs will have access to loop pre-qualification information via GTEC’s internet-based WISE system. The performance standards are being addressed in the Commission’s ongoing OSS proceeding.</p> <p><u>Pre-Ordering</u></p> <p>Direct electronic access to GTEC’s pre-ordering system via electronic data interface (EDI) or EDI-like interfaces need not be addressed here as it is under consideration in the commission’s ongoing OSS proceeding as part of its February 2000 Review.</p> <p><u>Ordering</u></p> <p>Direct electronic access to GTE’s ordering system is available via electronic data</p>	<p>During pre-ordering, the CLCs should have both electronic and manual access to ILECs’ OSS that contain Loop Makeup Information (including the ILEC’s databases such as LFACS and TIRKS), so that CLCs may access Loop Makeup Information directly and make their own determinations as to whether a particular loop is suitable for the services that the CLC intend to provide over the loop. CLCs should also be able to access any Loop Makeup Information that either currently exists, or is being—or can be developed in the future—anywhere within the ILEC’s OSS, and that can be accessed by any of ILEC’s personnel. Only when a CLC is able to access such information will ILECs be complying with their FCC UNE Remand Order and FCC Line Sharing Order obligations and will a CLC be able to determine the type of service it will provide to a customer when that customer is on the line. CLC’s must have access to such pre-ordering functionalities no later than June 6, 2000.</p>

Pacific's Position	GTEC's Position	CLCs' Position
<p><u>Pacific's Contract Language:</u></p> <p>Section 6</p>	<p>interface (EDI). GTE has also implemented a GUI interface for ordering.</p> <p>Parity in terms of access to OSS systems does not need to be resolved here as it is being addressed in the Commission's ongoing OSS proceeding. This Commission in D.99-08-020 defined parity of access to OSS to mean "nondiscriminatory" access to the network ordering systems. GTEC will provide nondiscriminatory access to its OSS.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.7 and 2.8</p>	<p>Similarly, CLCs must be able to order loops using line sharing via a real-time, electronic interface no later than June 6, 2000. This electronic ordering capability must be integrated with the ILEC's pre-ordering functionality of providing Loop Makeup Information.</p> <p>Deferring to other proceedings as Pacific and GTEC suggest will only delay implementation of the OSS necessary to support commercially scalable ordering of line sharing well beyond June 6, 2000.</p> <p>In its Executive Summary in the Line Sharing Order, the FCC concluded that "[t]he record shows that incumbents should be able to resolve operational issues associated with implementation of line sharing, including modifications to operations support systems, within six months [<i>i.e.</i>, by June 6, 2000]."</p> <p><u>CLCs' Contract Language:</u></p> <p>Section VIII</p> <p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Sections XIV.J – XIV.L</p>

**Issue No. 9.**

[Pacific Issue No. 8]

[GTEC Issue Nos. 7, 8]

**Issue No. 9: Should a time interval be established for access to preordering information?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
See response to Issue No. 8.	<p>Not in this proceeding. GTEC currently plans to implement a new mechanized loop pre-qualification system in May 2000 based on industry standards. This system is still under development. A benchmark for response time is being addressed in the Commission's ongoing OSS performance measurements proceeding.</p> <p>See also response to Issue No. 8.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.8 and 2.9</p>	<p>Yes. By June 6, 2000, ILECs should be providing CLCs with real-time, direct electronic access to Loop Makeup Information.</p> <p>See also response to Issue No. 8.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VIII.A.2 and VIII.B.1(iv)</p> <p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Section XIV.J.3</p>

**Issue No. 10: What are the appropriate intervals for provisioning and installation of Line Sharing UNE?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Where no conditioning is requested, the provisioning and installation interval for orders of 1-20 loops per order or per end-user location will be 5 business days. This is an improvement over the 7-day interval presently in use. For orders of 1-20 loops per order or per end-user location where conditioning is requested, the provisioning and installation interval shall be 10 business days.</p> <p>For orders of more than 20 loops per order or per end user location, where no conditioning is requested, the provisioning and installation interval shall be 15 business days or as agreed by the parties. Orders of more than 20 loops per order or per end user location where conditioning is requested shall have a provisioning and installation interval as agreed to by the parties.</p> <p>As to each of the above scenarios, Pacific will provide CLECs with provisioning and installation intervals in parity with the intervals applicable to Pacific's tariffed xDSL-based services, or its affiliate's,</p>	<p>To be consistent with the retail parity standard being applied in the Commission's ongoing OSS proceeding, inflexible intervals should not be included in the contract. The same intervals as provided for retail ADSL should apply, since the same work effort is required. GTEC will agree to provision in 5 business days (no conditioning) or 11 business days (if conditioning is required) intervals for line sharing orders. Provisioning line sharing requires additional jumpers to be run, which involves more work than provisioning an unbundled loop.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section, Par. 2.9 and 2.4</p>	<p>ILECs should be required to complete the provisioning and installation of the Line Sharing UNE within two business days for the first six months after ILECs begin providing line sharing, and thereafter should be required to complete provisioning and installation within one business day of receiving an order from CLC. If the CLC requests de-conditioning of the Line Sharing UNE, the provisioning and installation interval should be extended by an additional two business days.</p> <p>Since line sharing is provisioned on a loop that is already being used to provide voice services by the ILEC, other than back office changes to billing records and central office wiring, the ILEC should not need to perform a significant work effort to provide the HBLs UNE to the CLC. In particular, a dispatch should not be necessary.</p> <p>For these same reasons, the intervals proposed by the ILECs are unnecessarily long.</p>



Pacific's Position	GTEC's Position	CLCs' Position
<p>whichever is less.</p> <p>It has become apparent through the line-sharing trials that are presently underway that Pacific is only currently able to meet the 5/10 day intervals.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 7.3.1 – 7.3.5</p>		<p><u>CLCs' Contract Language:</u></p> <p>Sections IX.A.1 and IX.B.1 See also, Section IX (generally).</p> <p><b>Covad's Position:</b></p> <p>Covad generally agrees with the Coalition's requested intervals. For the first six (6) months, Covad, however, requests a 48-hour interval for loops without conditioning. Thereafter, Covad requests a 24-hour interval because ordering processes will become more efficient over time. Although Covad supports the shortest possible interval for loops that do require conditioning, Covad would accept a maximum five (5) day interval for such loops if the aforementioned 48-hour and 24-hour intervals mentioned above were adopted.</p>

**Issue No. 11.**

[Pacific Issue No. 6]

[GTEC Issue No. 23]

**Issue No. 11: What should be the time frame for performance of a line and station transfer?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific will accomplish a line and station transfer within the 5-day time period that it will complete the provisioning and installation of the line sharing UNE. It is not possible for Pacific to accomplish a line and station transfer in one day, as it requires technicians to go into the field.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 7.3.1 – 7.3.5</p>	<p>GTE does not accomplish line and station transfers for its retail ADSL service. GTE will accomplish line and station transfers as required by the Line Sharing Order in accordance with its normal provisioning intervals.</p> <p>GTE does not have the capability for automated line and station transfer.</p> <p>See also response to Issue No. 10.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.9 and 2.4</p>	<p>ILECs must perform a line and station transfer within the provisioning and installation interval identified in Issue # 10. ILECs routinely perform line and station transfers in providing POTS services, and such transfers do not increase the interval in which ILECs install the POTS service.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section IX.A.2.</p> <p><b>Covad's Position:</b></p> <p>Although Covad supports the shortest possible interval for line and station transfers, Covad would accept a maximum five (5) day interval for such loops if the 48-hour and 24-hour intervals mentioned in Issue No. 10 above were adopted.</p>

**Issue No. 12: In order to consider installation of the Line Sharing UNE complete, must the CLC affirmatively accept the Line Sharing UNE?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>No. When Pacific closes a service order for the Line Sharing UNE, several timelines are triggered, such as billing and the provisioning interval. Consequently, it is important that Pacific close the service order as soon as installation of the Line Sharing UNE is complete. Moreover, if Pacific determines that the loop is functioning, there is no reason to keep the service order open pending the CLEC's affirmative acceptance of the UNE.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 8.3</p>	<p>No. GTE agrees in principle that the performance testing scheme suggested by the Joint Petitioners may improve customer service, but GTE systems do not currently possess the required capabilities. Also, to be consistent with the measures under consideration in the Commission's ongoing OSS proceeding, which excludes a measure for cooperative testing, this requirement should not be imposed.</p> <p>Cooperative acceptance testing is not required by the Line Sharing Order, and to be consistent with the retail parity standard being applied in the Commission's ongoing OSS proceeding, inflexible intervals should not be included in the contract. Cooperative testing per se is not required by the Line Sharing Order, and the issue is broader than line sharing. Such testing is time consuming and expensive and any problem may be addressed in other ways. GTE will work cooperatively with the CLCs and has taken this under review.</p>	<p>Yes. ILECs should not consider installation of the Line Sharing UNE complete until the CLC has affirmatively accepted the Line Sharing UNE. CLCs have often experienced situations in which an ILEC informs the CLC that installation of a loop was complete, only to find that the loop was either defective or was not installed properly. Yet, the ILEC technician had indicated to both the ILEC and the CLC that the installation was complete. This forced the CLC to open a maintenance trouble ticket in the general maintenance population that contains all troubles, rather than in a more focused installation ticket. This has proven particularly troubling to CLCs because maintenance technicians are not always fully trained on the nuances of installation issues.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections IX.A.4 and IX.B.2.</p>

Pacific's Position	GTEC's Position	CLCs' Position
	<u>GTEC's Contract Language:</u> Section 1, Par. 1.5	

**Issue No. 13.**

[Pacific Issue No. 10]

[GTEC Issue No. 16]

**Issue No. 13: What acceptance testing must ILEC perform?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific will perform acceptance testing on loops that require technicians to be dispatched into the field. On loops that do not require dispatch, CLECs must notify Pacific, and define what testing they request. Moreover, Pacific's obligation is to provide the CLECs with continuity and line balancing. If the CLEC xDSL service does not work, but Pacific has provided continuity and line balancing, CLEC must accept the loop.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 7.1, 8.1 and 8.3</p>	<p>GTE will test all line sharing loops for continuity (all jumpers run correctly) and line balancing. If the loop tests trouble-free, the CLC must accept the loop.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.1 and 2.4</p>	<p>ILECs should be required to verify continuity and balance relative to tip and ring on the copper portion of the loop prior to providing a loop to a CLC. If the ILEC require this in order to provide voice services to its end-users, the ILECs should be able to satisfy this requirement by verifying and informing the CLC that the loop is actively being used in the provision of voice services. Once ILECs complete testing of continuity and line balancing, CLC may either accept the line or may conduct its own testing. If, after conducting its own testing, the line-sharing UNE is not capable of providing xDSL services, CLC may refuse to accept the line, and may instead open a trouble ticket with the provisioning group of the ILECs.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections IX.A.4 and IX.B.2</p>

**Issue No. 14: What testing can a CLC conduct and when?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Any CLEC testing must be non-intrusive, as intrusive testing can interfere with the provision of POTS service.</p> <p>Pacific is amenable to intrusive testing if CLEC is bound to get customer authorization and assume all liability and indemnify Pacific.</p> <p>CLECs will have test access to the splitters they own twenty-four hours a day, seven days a week. CLECs will not have direct access to Pacific-owned splitters; Pacific will be responsible for maintaining and testing Pacific-owned splitters. All CLECs are given parity in testing with Pacific's own xDSL-based service.</p> <p>If CLECs are unresponsive to Pacific's attempts to coordinate repair, and if an end-user's voice service is not functioning, Pacific can act without the approval of CLEC and take whatever steps are necessary to restore voice service. Finally, CLEC must specify to what equipment they seek access; reference to the "test head" is vague and insufficient.</p>	<p>Where GTE owns the splitter, CLCs' test access via GTE's web GUI interface (WISE) provides sufficient test access in conformance with the Line Sharing Order (§ 118). This was demonstrated during a multi-party test at GTE's Del Rey central office on March 16, 2000.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.11(a)</p>	<p>Where an ILEC owns the splitter, ILEC shall permit CLC to perform maintenance, repair, and testing work on, and shall provide CLC with access to the splitter twenty-four hours a day, seven days a week. In no event is ILEC to perform work that interferes with the flow of data to a CLC customer without first coordinating with the CLC. CLC shall also have access to the Test Head 24 hours a day, 7 days a week. CLC shall also have access to any loop testing functionality available to ILEC and/or its data Affiliate, including remote testing access.</p> <p>Where CLC owns the splitter, CLC may perform any necessary testing involving the splitter.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections X.A.2(i), X.A.2(ii)(a)(2), X.A.2(ii)(b), X.A.2(ii)(c), X.A.3, and X.B.2(ii).</p>

Pacific's Position	GTEC's Position	CLCs' Position
<p>Test access provided to all data providers will be in parity.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 5.1.2 and 9.5</p>		<p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Section XIV.N.1</p> <p><b>SBC ASI's Position:</b></p> <p>CLEC should be able to conduct an intrusive test with the permission of the customer.</p>

**Issue No. 15.**

[Pacific Issue No. 12]

[GTEC Issue No. <none>]

**Issue No. 15: What testing, maintenance, and repair access shall CLCs have to the line sharing UNE using Fiber-Fed DLC?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>The Fiber-Fed DLC is not part of line sharing.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>The Fiber-Fed DLC is not part of line sharing. See Issue # (in this matrix). Even if this issue were to be addressed here, this question could not be answered in light of the unresolved issues associated with fiber-fed DLC.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.2 and 1.4</p>	<p>ILECs shall conduct any repair work on the line sharing UNE or on the line cards in the DLC on a 24-hours-a-day, 7-days-a-week basis, and shall maintain a mean time to repair interval of 2 hours, applied monthly.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section X.B.2(ii).</p> <p><u>AT&amp;T/MCIW's Contract Language:</u></p> <p>Section XIV.N</p>



**Issue No. 16.**

[Pacific Issue No. 13]

[GTEC Issue No. 13]

**Issue No. 16: What is an appropriate trouble response time?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific will respond to all trouble as quickly as possible, often in less than 24 hours. However, for purposes of this amendment, 24 hours is an appropriate trouble-response time. First, not all of Pacific's offices are manned, and Pacific should not be required to incur costs related to an unduly burdensome response time. Additionally, Pacific allows the CLEC 24 hours to clear any trouble causing significant degradation or out of service condition to the POTS service. Finally, all data providers, including Pacific's own xDSL-based service, will be treated uniformly under this 24-hour standard.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 9.3</p>	<p>To be consistent with the retail parity standard being applied in the Commission's ongoing OSS proceeding, inflexible intervals should not be included in the contract. GTEC's standard repair interval for retail service is 24 hours. GTEC will provide repair at parity. GTEC will update its repair interval once the results of its technology trial are evaluated.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.11(b)</p>	<p>ILECs should accept maintenance trouble tickets and perform maintenance and repair on a 24/7 basis. In response to CLC requests for repair of the HBLs UNE or splitter, ILECs should maintain a mean-time-to-repair interval of two hours, applied monthly. Further, where the ILECs own the splitter and provides CLCs with access to the splitter, CLCs require 24-hour per day, 7-days per week access to the splitter and to the test head for maintenance, repair, and testing.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections X.A.1(i), X.A.2(ii)(a)(1), and X.B.1(i) – X.B.2(i).</p>

**Issue No. 17.**

[Pacific Issue No. 7]

[GTEC Issue No. 6]

**Issue No. 17: What is the appropriate interval for the installation and provision of tie cables necessary for CLC to use line sharing?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>The augmentation of equipment necessary for line sharing is a collocation matter, and is not appropriate for this proceeding. However, in connection with the line sharing trial, Pacific voluntarily and cooperatively agreed to let all CLECs "rate and rank" all of the central offices in California in which they wished to offer line sharing. Based upon that information, Pacific is building a rapid deployment schedule to do augments for CLECs in the order CLECs have chosen. Once the initial deployment of all CLECs has been completed, future augments will resort to the standard process determined for collocation. The installation and provisioning of line-sharing equipment is detailed and complex and cannot be accomplished within 30 days. SWBT is not required to provide 30 day installation intervals in Texas.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>Tie cables are part of GTEC's standard collocation offering and previously established installation intervals for collocation should apply (typically 80 days).</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.4</p>	<p>ILECs must process all CLC applications for cable augments and other equipment necessary for CLCs to use line sharing no more than 30 days after receipt.</p> <p>Line sharing is distinct and separate from collocation, and the excessively long collocation intervals should not apply to line sharing. Indeed, if the ILECs apply their 90-120 day or longer intervals for the provision of tie cables, the ILECs will significantly delay CLCs' ability to provide line sharing to customers served out of numerous central offices well beyond June 6, 2000.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VI.A.2(i)(c) and VII.C.</p>

**Issue No. 18.**

[Pacific Issue No. <none>]

[GTEC Issue No. 27]

**Issue No. 18: What time frame should be required for splitter installation when ILEC owns the splitter?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>The time frames for initial splitter deployment are being determined through the “rating and ranking” process of California offices described in the testimony of Mr. Samson. The final deployment schedule has not yet been resolved. However, in the event that a CLEC fails to submit a forecast in a central office as described in Issue 5, above, Pacific shall have an additional 10 business days to install that CLEC’s line sharing order.</p> <p><u>Pacific’s Contract Language:</u></p> <p>Section 5.1.2.1.1</p>	<p>Ninety calendar days from a firm request.</p> <p>See also response to Issue No. 17.</p> <p><u>GTEC’s Contract Language:</u></p> <p>None</p>	<p>Splitters should be installed within 10 calendar days of receipt of an order from a CLEC.</p> <p><u>CLCs’ Contract Language:</u></p> <p>None</p>

**Issue No. 19.**

[Pacific Issue No. 15]

[GTEC Issue No. <none>]

**Issue No. 19: Should the line sharing agreement between ILEC and CLCs address interoffice transport?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific already provides unbundled transport in the UNE Appendix of each interconnection agreement. It would be confusing and possibly contradictory to include additional language in the Line Sharing Appendix. Each CLEC should use the transport section in the UNE appendix of its underlying interconnection agreement to order inter-office transport.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>Under its proposed line sharing amendment, GTE will provide transport pursuant to the underlying interconnection agreement which is being amended. Transport is addressed as a UNE in existing interconnection agreements and should not be changed for line sharing.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.5</p>	<p>To the extent that the implementation of line sharing requires different interoffice transport obligations than were previously fulfilled by the ILECs, ILECs should provide inter-office transport to CLCs pursuant to the Line Sharing Attachment.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VI.A.2(i)(b) and VII.B.1(xi)</p>

**Issue No. 20.**

[Pacific Issue No. 14]

[GTEC Issue No. 21]

**Issue No. 20: If ILEC's customer for voice service disconnects that service, should ILEC automatically convert the line sharing circuit to a full stand-alone UNE loop, unless the CLC affirmatively requests ILEC to discontinue that service?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>Yes. If Pacific's customer for voice service disconnects that service, Pacific will so notify the CLEC providing data services over the same line to that customer. Absent a request from the CLEC to discontinue use of the high frequency portion of a loop, Pacific will automatically convert the line sharing circuit to a full stand-alone UNE loop. This procedure will diminish the risk that the CLEC's ability to continue providing data services to the customer will be discontinued when, in fact, the CLEC wished to continue providing service to the customer over a Pacific-provided loop.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 4.2</p>	<p>See response to Issue # 6.</p> <p>Yes. If the voice service disconnects, GTE will notify the CLEC, and the line sharing circuit should automatically convert to a UNE loop. NRCs will apply.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.2(b)</p>	<p>No. See response to Issue # 6.</p> <p>Further, should the Commission permit ILECs to cease providing line sharing when the ILECs stop providing voice services to the customer, the CLC should be given notice of the customer disconnection of voice services and should be given a reasonable amount of time to contact the customer and to then inform the ILECs of whether to roll the customer to a stand-alone xDSL Loop.</p> <p><u>CLCs' Contract Language:</u></p> <p>None</p>

### **III. PRICING FOR LINE SHARING**

**Issue No. 21.**

[Pacific Issue No. 28]

[GTEC Issue No. \_\_\_\_]

**Issue No. 21: Should the High Bandwidth Service Overlay Model (HBSOM) and the High Bandwidth Service Nonrecurring Cost Model (HBSNRCM) be used as a basis for line sharing prices or for prices related to transport over fiber between the Remote Terminal and Central Office?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>No. As explained in the testimony of Mr. Pearsons, the HBSOM and HBSNRCM have never been evaluated by this Commission, or to the best of our knowledge, any Commission. Pacific first received information from the Joint Petitioners only two full business days before this response was due. Needless to say two business days is not sufficient time to do any meaningful review of models that consist of over 100 megabytes of information and programming.</p> <p>From the extremely limited review Pacific had a chance to do, it appears that the models are based on the Hatfield Model. The Commission rejected a previous version of the Hatfield Model in Decision 98-02-106. It is also unclear as to what models were used for what elements. Simply put, the Commission cannot review, much less reasonably rely upon the models offered by the Joint Petitioners.</p>	<p>GTE agrees with Pacific's position. Cost support of this novelty and detail should be addressed in the generic line sharing phase, not this interim arbitration.</p> <p><u>GTEC's Contract Language:</u></p> <p>None</p>	<p>The Commission should use the HBSOM and the HBSNRCM to establish recurring and nonrecurring prices in this interim docket. Both models comply fully with the FCC's TELRIC principles and the Commission's Consensus Costing Principles. Both models, together with supporting materials, have been provided to Pacific and GTEC in electronic form per their request.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p>

Pacific's Position	GTEC's Position	CLCs' Position
<u>Pacific's Contract Language:</u>  None		



**Issue No. 22.**

[Pacific Issue No. 16]

[GTEC Issue No. 14]

**Issue No. 22: What monthly recurring price should a CLC pay for using the high frequency portion of the loop?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Until permanent prices are set for line sharing, a CLEC should pay \$5.85 for using the HPFL, a 50% discount off the price for DSL-capable loop. Additional charges would apply for loop cross connects, OSS charges, line conditioning, and loop qualification, if ordered.</p> <p>Pacific's proposed price is the same as that adopted by the FCC in the SBC/Ameritech merger for the "economic equivalent of line sharing."</p> <p>Pacific's proposed \$5.85 price is also non-discriminatory. Pacific will charge the same price for the high frequency portion of the loop to ASI, its affiliate. Pacific's affiliate, therefore, will have no cost advantage when it sets its retail xDSL prices.</p> <p><u>Pacific's Contract Language:</u></p> <p>Pricing Appendix</p>	<p>Consistent with GTE's Federal DSL tariff, GTE has allocated zero costs to the loop. See also response to Issue 30.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.1-3.3</p>	<p>ILECs should only be permitted to charge CLCs the incremental costs incurred in providing the high frequency portion of the loop. Consistent with the FCC's Line Sharing Order, ILECs must not be permitted to assess any charges for the high frequency portion of the loop unless the ILEC has previously allocated loop costs in its DSL offering in its federal tariffs. Inasmuch as the Joint Petitioners understand that both Pacific and GTEC have allocated zero costs to the loop in their federal DSL tariffs, the ILECs should not be permitted to allocate any costs to the high frequency portion of the loop here.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p> <p><b>AT&amp;T/MCIW and Sprint take no position on this issue.</b></p>

**Issue No. 23.**

[Pacific Issue No. 17]

[GTEC Issue No. 14]

**Issue No. 23: What price should CLCs pay for cross connect tie cables provided by ILEC in order to provide line sharing?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>CLECs should pay the recurring and non-recurring prices for cross connects specified in the HFPL Pricing Appendix which is attached to Pacific's Appendix DSL, Attachment 6 to this Petition. These prices are based on incremental costs and include a markup for shared and common costs in accordance with Decision 99-11-050.</p> <p><u>Pacific's Contract Language:</u></p> <p>Pricing Appendix</p>	<p>See also response to Issue No. 24.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.1</p>	<p>CLCs should pay the prices specified in Section XIII, Table 1 of the CLCs' proposed line sharing interconnection agreement language filed on April 5, 2000. These rates are based on those previously ordered by this Commission.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p> <p><b>Covad's Position:</b></p> <p>Although Covad supports permanent TELRIC-based pricing of tie cables/cross-connects, Covad will agree, in the interim, to pay the \$.44 recurring charge established in OANAD. Covad, however, has concerns regarding the number of tie cables for which it should be charged in accordance with an efficient network architecture. The Commission should determine in the final line sharing proceeding whether Pacific Bell's proposed architecture (that includes a charge for 4 tie cables in the ILEC-owned splitter configuration) is actually efficient</p>

Pacific's Position	GTEC's Position	CLCs' Position
		and appropriate.

**Issue No. 24.**

[Pacific Issue No. 18]

[GTEC Issue No. 4]

**Issue No. 24: Who should pay, ILEC or the CLC purchasing line sharing, for the cable that carries voice traffic from the CLC's splitter back to ILEC's main distribution frame (MDF)?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>The CLEC should pay for the jumper cable from the CLEC's splitter to the main distribution frame. Since the provision of line sharing to the CLEC has caused the need for such the jumper cable, the CLEC should pay that cost.</p> <p><u>Pacific's Contract Language:</u></p> <p>Pricing Appendix</p>	<p>CLCs are attempting to require GTEC to provide the tie cable required to interconnect with CLC in order to receive the voice traffic. CLCs should pay for this because it is an incremental cost to GTEC associated with line sharing. It is not GTE's responsibility per FCC Line Sharing Order, ¶ 145. Tie cable matters are addressed in existing collocation offerings and can be handled under them.</p> <p>See also responses to Issues Nos., 17 and 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.4 and 3.1</p>	<p>ILECs should pay for the cost of the cable from the CLC splitter to the main distribution frame. The splitter serves as a point of interconnection between the ILECs' network and that of the CLC. Each party is responsible for the costs of getting its traffic to this point of interconnection, where it then hands off traffic to the other party. Once the hand-off occurs, the other party is responsible for the costs it incurs in transporting the traffic.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VI.A.2(i)(a)-(c)</p>

**Issue No. 25.**

[Pacific Issue <none>]

[GTEC Issue <none>]

**Issue No. 25: What non-recurring charge should a CLC pay for processing service orders and installing jumpers?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>Pacific has defined three types of non-recurring charges for processing local service requests submitted by the CLECs. The charges are based on the level of manual intervention required by the Local Service Center ("LSC") representative. The first is the "Fully-Mechanized" order charge used when service requests are 1) submitted via an electronic interface, 2) qualified under the rules of flow through, and 3) flows through to create the Service Order Retrieval and Distribution ("SORD") order without manual intervention. Second is the "Semi-Mechanized" rate used when the service request is 1) submitted via an electronic interface, but 2 exceptions to an LSC representative for manual creation or correction of a SORD order. Third is the "Manual" rate used when 1) the service request is received via fax or mail, and 2) the LSC representative manually creates or corrects a SORD order. All charges are described in Pacific's HFPL Pricing Appendix and as discussed in the testimony of Pearson.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>GTE's NRCs are set forth in the rebuttal testimony of Mr. Kevin Collins on page 6, Table 1, which compares these NRCs to Pacific's, and also in Revised Schedule 4 attached to his rebuttal testimony on page 1.</p> <p>See also response to Issue No 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.1</p>	<p>CLCs should pay the prices specified in Section XIII, Table 1 of the Joint Petitioners' proposed line sharing interconnection agreement language filed on April 5, 2000. These rates are based on those previously ordered by this Commission.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p>

**Issue No. 26.**

[Pacific Issue No. 19]

[GTEC Issue No. 9]

**Issue No. 26: What price should CLCs pay for modification of OSS systems used by CLCs in conjunction with line sharing?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>CLECs should pay the recurring prices for modification of OSS systems specified in the HFPL Pricing Appendix which is attached to Pacific's Appendix DSL, Attachment 6 to this Petition. These prices are based on incremental costs.</p> <p><u>Pacific's Contract Language:</u></p> <p>Pricing Appendix</p>	<p>In conformance with the Line Sharing Order, GTE wishes to propose a separate charge for OSS development but cost support is not available at this time. This issue should be addressed in the generic proceeding.</p> <p>See also response to No. 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.2</p>	<p>The commission should reject outright any ILEC attempt to recover OSS costs from competitors through prices for unbundled network elements related to line sharing. There is no reason to treat these OSS costs any differently from the other OSS-related local competition implementation costs at issue in the local competition docket. If an ILEC believes that it can meet the standards that the Commission has identified in that docket, it should seek recovery of its line-sharing-related OSS costs through an end-user surcharge.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p>

**Issue No. 27.**

[Pacific Issue No. 20]

[GTEC Issue No. 9]

**Issue No. 27: Should a CLC be able to pay the price associated with a mechanized OSS system, even if a mechanized system is not available?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>No. Mechanized OSS systems generally cost less to operate and thus can be provided to CLECs at lower prices. However, mechanized systems are not developed for all OSS functions related to line sharing, since line sharing is a new UNE. Until those systems are available, Pacific incurs real, generally higher, costs to provide OSS functions manually, and CLECs should pay a price based on these actual costs.</p> <p><u>Pacific's Contract Language:</u></p> <p>Pricing Appendix</p>	<p>No. The California NRC decision established rates based on manual, semi-mechanized and fully mechanized processing of service orders. GTE does not have fully mechanized service order processes in place, and is not required to do so in the interim. Application of the fully mechanized rate would not permit GTE to recover the full cost of processing service orders, which it is entitled to do under the Telecommunications Act of 1996. GTE will apply the Commission's authorized semi-mechanized rate to line sharing service orders, and will reserve its right to challenge that rate as insufficient to the extent it is based on Pacific Bell TELRIC costs. In addition, GTE is still investigating the applicability of other rates, e.g. loop conditioning and trouble isolating, and will finalize these shortly.</p> <p>See also response to Issue No. 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.1</p>	<p>Yes. Under a TELRIC analysis, ILECs may only assess OSS rates based on forward-looking systems. The fact that an ILEC may have not yet deployed an electronic interface capable of handling line sharing does not undermine the fact that such a system is technically feasible today and is the proper forward-looking system. Therefore, CLCs should pay the price for a mechanized OSS function, even if the mechanized function is not available. CLC should pay the price for manual functions only if a mechanized system is available and the CLC chooses not to use it.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VIII.A.2 and VIII.B.2(i)</p>

**Issue No. 28.**

[Pacific Issue No. 21]

[GTEC Issue Nos. 12 and 17]

**Issue No. 28: Should ILECs be allowed to charge for conditioning (or sometimes referred to as "de-conditioning") a loop to provide line sharing and, if so, what should that charge be?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>Pacific should be allowed to charge for loop conditioning required to enable line sharing. In order for CLECs to provide xDSL service on a shared line, the line must not have limiting devices, such as load coils, repeaters, or bridge taps. If such devices are on a line, Pacific must send technicians to physically detach those devices in order for a CLEC to use a high frequency portion of the loop for xDSL services. These are actual costs that Pacific incurs to provide line sharing that it would not incur without line sharing. Since the CLEC requesting line sharing is causing the cost, that CLEC should pay the cost for conditioning. CLEC arguments that the conditioning charge be 0 ignores these actual work efforts and misinterprets the OANAD decision.</p> <p>Pacific's interim prices for conditioning are contained in the HFPL Pricing Appendix included in Attachment 6 to Pacific Bell's Petition.</p> <p>Line Sharing Order, ¶ 87; Petition of</p>	<p>GTEC proposes to charge for conditioning when conditioning is requested by the CLC. Bridge taps and load coils are a normal part of network provisioning and meet industry standards. They are required to efficiently provision service in a timely manner, and do not degrade voice service. Thus, to remove the taps and coils is an incremental cost that would not have been incurred by for line sharing, and GTEC must be permitted to recover this cost.</p> <p>GTEC will decline to condition a loop if there is greater than 8 db. loss.</p> <p>As reflected in Mr. Collin's rebuttal testimony on page 9, GTE will charge \$1.50 per conditioned line, per month.</p> <p>See also response to Issue No. 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.10 and 3.1</p>	<p>ILECs should not be allowed to charge CLCs to de-condition a loop. The FCC's mandated TELRIC methodology requires that rates, both recurring and non-recurring, be based on a least-cost, forward-looking, network design. As Pacific's Project Pronto shows, in a proper forward-looking network being deployed today, the copper portion of the loop plant will never exceed 12,000 feet, and that for loops over 12,000 feet, the feeder cable will consist of fiber rather than copper. in such a network design, load coils and excessive bridged taps will not be deployed in the network on a forward-looking basis. Consequently, in a forward-looking network, there would be no load coils or bridged taps to remove from a loop. Accordingly, ILECs should not be permitted to assess de-conditioning charges to provide line sharing.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p>



Pacific's Position	GTEC's Position	CLCs' Position
<p>Pacific Bell for Arbitration of an Interconnection Agreement with MFS/WorldCom Pursuant to Section 252 (b) of the Telecommunication Act of 1996, Final Arbitrator's Report, dated August 4, 1999, ("MFS/WorldCom Report") pp. 14-15; OANAD Proceeding, Decision 99-11-050, p. 113, and Appendix B.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 6.3.3 and Pricing Appendix</p>		<p><b>Covad's Position:</b></p> <p>Although Covad supports permanent TELRIC-based pricing of conditioning, Covad will agree, in the interim, to pay a total nonrecurring charge of \$18.55, which is the total nonrecurring charge for a separate conditioned loop established in OANAD.</p>

**Issue No. 29.**

[Pacific Issue No. <none>]

[GTEC Issue No. 26]

**Issue No. 29: Should DAML be removed as part of line conditioning?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>No. The removal of DAML is not required as part of line conditioning. (See PB 6.3, describing the elements that will be removed as part of line conditioning.) Pacific is currently analyzing a nondiscriminatory policy on DAML and will make that policy available to all CLECs as soon as possible.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 6.3</p>	<p>No. There is no reference to DAML removal in the Line Sharing Order. DAML has not been identified as an interfering device. DAML technology is used in situations where there are not enough copper loops to serve the relevant population. If GTE were required to remove DAMLs as part of line conditioning, it would have to place additional copper facilities, at great cost to itself, to replace them.</p> <p>See also response to Issue No. 28.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.10 and 3.1</p>	<p>Yes. Absence of DAMLs is a requirement for a "clean" copper loop, which ILECs are generally obligated to provide.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VIII.A.1(i), VIII.B.1(i) and IX.A.3</p>

**Issue No. 30.**

[Pacific Issue No. 22]

[GTEC Issue No. 14]

**Issue No. 30: If an ILEC owns the splitter and leases splitter functionality, what price should the ILEC charge?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific would charge a monthly recurring charge per line for splitter functionality as set forth in Pacific's HFPL Pricing Appendix in Attachment 6. Pacific is voluntarily providing splitter functionality as a service to CLECs. Pacific based its per line price of the splitter on the TSLRIC of the splitter plus a markup.</p> <p><u>Pacific's Contract Language:</u></p> <p>Section 5.1.2.1 and Pricing Appendix</p>	<p>Where GTEC owns the splitter, GTEC proposes to charge a \$5 monthly recurring (MRC) for line sharing service in addition to NRCs, conditioning charges, and standard collocation rates discussed elsewhere. The option where the CLC owns the splitter was only recently proposed, and the monthly recurring charge is under development. To the extent these rates are based on an application of TELRIC which does not reflect actual network costs, GTEC claims that it is not being permitted to recover its costs as required by the Act, and reserves its rights to challenge these costs.</p> <p>See also response to Issue No. 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.1-3.3</p>	<p>Where ILECs own the splitter, non-recurring and recurring rates, if applicable, must be based on the TELRIC methodology. CLCs should pay the prices specified in Section XIII, Table 1 of the Joint Petitioners' proposed line sharing interconnection agreement language filed on April 5, 2000.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section XIII</p>

**Issue No. 31.**

[Pacific Issue No. 23]

[GTEC Issue No. 9]

**Issue No. 31: Should CLCs pay for ILEC to determine whether a loop desired for line sharing is capable of providing DSL and, if so, what should that charge be?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>Yes, Pacific should be able to charge for "line qualification" and that charge is set forth in the HFPL Pricing Appendix in Attachment 6. Pacific must perform work to research loop characteristics in order to determine whether a loop is capable of allowing the CLEC to provide DSL service over the high frequency portion of the loop. These costs are directly caused by the CLEC's requesting the high frequency portion of the loop and, as such, should be directly recovered from the CLEC. This is consistent with the pricing requirements in section 252(d)(1) in the Telecommunications Act of 1996.</p> <p>The price Pacific would charge for loop qualification is based on prices adopted in the OANAD proceeding for qualifying DSL-capable loops.</p> <p><u>Pacific's Contract Language:</u></p> <p>Pricing Appendix</p>	<p>The Line Sharing Order authorizes recovery of loop prequalification information, which is incremental to line sharing. GTE is still developing costs for this and reserves its right to present such costs and proposed prices in the generic line sharing phase.</p> <p>See also response to Issue No. 23.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 3.1-3.3</p>	<p>See responses to Issues # 25 and 26. Just as with OSS rates generally, rates for access to Loop Makeup Information must be based on forward-looking systems. The Loop Makeup Information sought by the CLCs would be in the ILECs' systems in a forward-looking environment; indeed, the ILECs' systems already contain most, if not all, of this information. Therefore, in a forward-looking network, the cost of mechanized access to Loop Makeup Information is de minimis.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections VIII.A.2 and XIII</p> <p><b>Covad's Position:</b></p> <p>Covad supports TELRIC-based permanent pricing. Covad requests that an interim price of \$0 be adopted in light of SBC's admitted elimination of qualification costs pursuant to Project Pronto.</p>

#### **IV. GENERAL TERMS AND CONDITIONS**

**Issue No. 32.**

[Pacific Issue No. 24]

[GTEC Issue No. <none>]

**Issue No. 32: What is the scope of interpretation to be applied to the Line Sharing amendments to the existing interconnection agreements?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>The Line Sharing amendments are to be interpreted in the same manner as the underlying interconnection agreements. One of the primary goals in contract drafting is to frame a definite, certain agreement that accurately expresses the intended rights and obligations of the parties. Framing the scope of the amendment as requiring the “broadest possible” terms will only lead to uncertainty and additional litigation in the future.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 1.1 and 2</p>	<p>The line sharing amendment should be interpreted in the same manner as, and subject to the provisions of, the underlying interconnection agreements.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.1, Sections 2 and 3</p>	<p>In its Line Sharing Order, the FCC sought to foster the widespread use of line sharing by CLCs to spread to deployment and offering of advanced services to additional markets; and particularly to residential and small business customers. Consistent with the spirit of this order, CLCs proposed a line sharing amendment that would have the parties agree to “interpret, implement, and apply” the provisions of the line sharing amendments “broadly, in a manner enabling CLC to provide the broadest possible array of High Bandwidth Services.” Since the amendment being arbitrated by the Commission will likely result in the first comprehensive line sharing amendment, it is important that all parties understand the spirit into which the agreement is entered. While any potential future dispute over the amendment language must ultimately look first to the language of the amendment itself for a resolution, in light of the newness of the proposed language the Joint Petitioners believe that all parties should agree in the amendment how it is to be interpreted in</p>

Pacific's Position	GTEC's Position	CLCs' Position
		<p>the event of a dispute, and that this interpretation should be broadly construed to favor deployment of line sharing by CLCs.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections II.B-C</p>

**Issue No. 33.**

[Pacific Issue No. 27]

[GTEC Issue No. 2]

**Issue No. 33: What technologies may ILEC deploy, when new technologies (such as fiber) may impact CLCs' provision of xDSL Service?**

Pacific's Position	GTEC's Position	CLCs' Position
<p>Pacific is not restrained from deploying technologies that may impact CLECs' ability to share copper lines. The FCC squarely addressed this issue, and concluded that ILECs are not restrained from deploying technology that may interfere with CLECs ability to line-share, and are not restrained from migrating customers from copper to fiber loop facilities. To the contrary, CLECs are specifically instructed that, in such a circumstance, they will have to find other means of providing xDSL to the end user.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>GTEC is free to upgrade its plant by laying fiber and deploying any technology, including remote terminals or DLC, and to upgrade its plant (Line Sharing Order, ¶ 80). CLCs are attempting to dictate what type of network technology GTEC deploys.</p> <p>Under these circumstances, CLCs may be required to forego access to the high frequency portion of the loop or find other alternatives to provide service.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.1 and 2.2:</p>	<p>ILECs must not deploy any technology, including fiber deployment, that will limit or otherwise impede in any manner CLC's ability to deploy multiple voice, video, or other advanced services. ILECs also must not migrate any end-user who is presently receiving CLC data services over the high frequency portion of the loop without obtaining the prior written consent of CLC. When a CLC leases an unbundled network element, the CLC has paid for the right to utilize that element. ILECs do not have the right to unilaterally switch the element ILEC leased for an element that the CLC may not want.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections V.C.2 and V.C.3</p>



**Issue No. 34.**

[Pacific Issue No. 26]

[GTEC Issue No. 1]

**Issue No. 34: What documents must ILEC provide CLCs with pertaining to Network Deployment?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific will provide CLECs with all final technical publications that address the network elements described in the Line Sharing Amendments. However, Pacific is under no obligation to provide, and will not provide, drafts of these documents, nor will Pacific provide plans relating to deployment, as those documents are proprietary. Pacific will comply with §251(c)(5) and FCC implementing rules.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>GTE is free to upgrade its plant by laying fiber. (Line Sharing Order, ¶ 80.) CLECs are requesting that GTE provide technical specifications and network architecture information beyond the scope of what is required by the UNE Remand or Line Sharing Orders. GTE is not deploying Line Sharing DLC equipment at this time as contemplated by the CLCs in their March 1, 2000 proposed amendment. GTE's plans for deployment of fiber-fed DLC are not final, and the FCC has not resolved issues related to ownership of line cards and optical concentration devices that are prerequisites for unbundling, technical and operational issues and is not suitable for consideration in this proceeding.</p> <p>See also response to Issue No 33.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.1 and 2.2</p>	<p>ILECs must provide CLC with copies of all technical specifications and network architecture information, including any Network Operation Plans and any draft or final Methods and Procedures, regarding any ILEC-planned DLC or other network deployment that may impact CLC's provision of xDSL loops or line sharing.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section V.C.1</p>

**Issue No. 35.**

[Pacific Issue No. <none>]

[GTEC Issue No. 3]

**Issue No. 35: Is GTE restricted from migrating customers from copper to fiber loop facilities in the normal course of plant maintenance and improvement?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Although this issue is directed to GTE, Pacific's general position on ILECs' ability to migrate customers from copper to fiber loop facilities is reflected in its position on Issue 33. (Line Sharing Order ¶ 80.)</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>No. The FCC has recognized that if customer migration from copper to fiber occurs during loop plant maintenance or improvement, CLCs may be required to forego access to the high frequency portion of the loop or find other alternatives to provide service. CLCs are attempting to restrict GTE's ability to migrate customers from copper to fiber facilities in contravention of paragraph 80 of the Line Sharing Order, which would impair efficient network deployment.</p> <p>See also response to Issue No 33.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 1.1 and 2.2</p>	<p>GTE must first obtain CLC approval before it can transition any CLC line sharing customer using copper facilities to a fiber-fed line sharing DLC arrangement.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections V.C.2 and V.C.3</p> <p><b>AT&amp;T/MCIW's Position</b></p> <p>See Testimony of Rall at page 15.</p>

**Issue No. 36.**

[Pacific Issue No. 25]

[GTEC Issue No. <none>]

**Issue No. 36: Should there be separate liability/indemnity clauses in the line sharing amendments to interconnection agreements, or are the standard clauses found in the interconnection agreements sufficient?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>A separate and distinct liability/indemnity clause is needed for the line-sharing amendments to interconnection agreements to augment whatever liability/indemnity clauses exist in the underlying Interconnection Agreement in order to address issues specific to xDSL/HFPL such as splitter functionality failure. Pacific's proposed reciprocal language indemnifies a party for claims made by the other party's end-users in connection with the provision of splitter functionality. As this specific contingency is not covered by the general liability/indemnity language contained in current interconnection agreements, it needs to be spelled out in the line sharing amendment.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 3.6 and 3.7</p>	<p>No separate liability or indemnity section for the line sharing amendments is required at this time.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 2</p>	<p>The general liability language in the existing interconnection agreements is adequate to cover liability in the line-sharing arena. However, in the spirit of compromise, the CLCs have proposed liability and indemnification language that would apply if a CLC deployed a non-standard technology.</p> <p><u>CLCs' Contract Language:</u></p> <p>Sections V.A – V.C</p>

**Issue No. 37.**

[Pacific Issue No. <none>]

[GTEC Issue No. 15]

**Issue No. 37: What forecast information should be required from CLCs after the initial rollout?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>See response to Issue 5.</p> <p><u>Pacific's Contract Language:</u></p> <p>Sections 5.1.2 – 5.1.2.7</p>	<p>GTEC has received initial forecasting information from CLCs. Need further negotiations regarding: (a) handling of new offices (where collocation not previously provided); (b) when CLC does not agree to provide forecasts; (c) forecasts for promotional offerings; and (d) augmentations.</p> <p><u>GTEC's Contract Language:</u></p> <p>Section 1, Par. 2.9</p>	<p>ILECs shall not require CLC to provide forecasts for the number of splitters or jumpers CLC may require. CLC may, at its sole discretion, provide splitter and jumper forecasts to ILECs.</p> <p>Notwithstanding the foregoing, for GTEC, during the Initial Period, CLC shall rate and rank the ILEC central offices in order of preference for deployment of Line Sharing, and shall provide ILEC with a non-binding forecast of the number of lines it plans to use for Line Sharing in each central office. These forecasts are and shall remain the confidential information of CLC, and ILEC shall use such forecasts solely for wholesale capacity planning purposes, and shall keep such forecasts confidential at all times.</p> <p><u>CLCs' Contract Language:</u></p> <p>Section VI.A.2(i)(d)</p> <p><b>AT&amp;T/MCIW's Position</b></p> <p>See Testimony of Rall at page 13 and 14.</p>

**Issue No. 38.**

[Pacific Issue No. 29]

[GTEC Issue No. \_\_\_\_]

**Issue No. 38: Should Pacific be required to notify line sharing CLCs when Pacific changes a POTS number prior to the time the number change is completed?**

<b>Pacific's Position</b>	<b>GTEC's Position</b>	<b>CLCs' Position</b>
<p>Pacific is unable to provide notification of a number change before the change is completed. Pacific will give notice of the number change and is developing a process that should provide a daily feed. The final process for this would have to be developed through Pacific's Change Management Process.</p> <p><u>Pacific's Contract Language:</u></p> <p>None</p>	<p>Not applicable to GTE.</p> <p><u>GTEC's Contract Language</u></p> <p>None</p>	<p><u>CLCs' Contract Language:</u></p> <p>None</p> <p><b>SBC ASI's Position</b></p> <p>Pacific shall notify CLCs of changes to POTS numbers prior to the time the number change is completed.</p>

**(END OF ATTACHMENT A)**